

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

IN RE:)	CHAPTER 7
)	
JOSEPH CONRAD GUILLOT)	CASE NO. 19-11773-WHD
AMBER DOVE GUILLOT)	
DBA DOVIES GENERAL STORE, LLC)	
DEBTORS.)	

)	
SPECIALIZED LOAN SERVICING LLC)	
AS SERVICING AGENT FOR GMFS LLC)	
MOVANT,)	
)	CONTESTED MATTER
V.)	
)	
JOSEPH CONRAD GUILLOT,)	
AMBER DOVE GUILLOT,)	
THEO DAVIS MANN, TRUSTEE)	
RESPONDENTS.)	
)	

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN THAT a Motion for Relief from the Automatic Stay has been filed in the above-styled case. In the event a hearing cannot be held within thirty (30) days from the filing of the motion for relief from the automatic stay as required by 11 U.S.C. §362, Movant waives this requirement and agrees to the next earliest possible date, as evidenced by signature below. *The undersigned consents to the automatic stay (and any related co-debtor stay) remaining in effect with respect to Movant until the court orders otherwise.*

HEARING will be held **at 10:00 A.M. on October 30, 2019 in 2nd Floor Courtroom,**
Lewis R. Morgan Federal Building, 18 Greenville Street, Newnan, Georgia 30263.

Your rights may be affected by the Court's ruling on these pleadings. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case (if you do not have an attorney, you may wish to consult one). If you do not want the Court to grant the relief sought in these pleadings, or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response, you must attach a certificate stating when, how and to whom (including addresses) you served the response. Mail/deliver your response so it is received by the Clerk at least two (2) business days

before the hearing. The address of the Clerk's office: **Clerk, United States Bankruptcy Court, P.O. Box 2328, Newnan, Georgia 30264.**

You must also mail a copy to the undersigned at the address below. In the event a hearing cannot be held within thirty (30) days from the filing of the motion for relief from the automatic stay as required by 11 U.S.C. §362, Movant waives this requirement and agrees to the next earliest possible date, as evidenced by signature below. *The undersigned consents to the automatic stay (and any related co-debtor stay) remaining in effect with respect to Movant until the Court orders otherwise.*

/s/Chad R. Simon

Chad R. Simon

Georgia Bar No. 646919

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MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW, Specialized Loan Servicing LLC as Servicing Agent for GMFS LLC (“Movant”), a secured creditor in the above-captioned case, by and through counsel, and moves this Court to enter an order granting its request for relief from the automatic stay imposed by 11 U.S.C. § 362 and respectfully shows the Court as follows:

1. On September 8, 2019, Debtors filed a petition with the Bankruptcy Court for the Northern District of Georgia under Chapter 7 of Title 11 of the United States Bankruptcy Code.

2. Movant holds a Promissory Note secured by the Security Deed which describes real property owned by Debtors and known as: 3628 Nelson Street, Zachary, LA 70791 (“Property”). A copy of the Note, Security Deed and Assignment of Mortgage are attached hereto as Composite Exhibit “A” respectively.

3. Debtors executed a Promissory Note secured by a Mortgage or Security Deed. The Promissory Note is either made payable to Movant or has been duly indorsed. Movant,

directly or through an agent, has possession of the Promissory Note. Movant is the original mortgagee or the beneficiary or the assignee of the Security Deed.

4. Upon information and belief, the approximate payoff, exclusive of legal fees and expenses incurred in the connection with the instant motion, due and owing to the Movant as of September 16, 2019 is \$255,552.83.

5. According to the Debtors' Schedules, the value of the Property is \$250,000.00.

6. The Debtors have defaulted in the mortgage payments to be made to Movant and are currently due for the January 1, 2019 payment.

Pre-petition arrearages are as follows:

2 Payments at \$1,567.76 for 1/1/2019 through 2/1/2019	\$ 3,135.52
7 Payments at \$1,596.61 for 3/1/2019 through 9/1/2019	\$11,176.27
Costs	\$ 5,137.50
Total Arrearages	\$19,449.29

7. Cause exists for relief from the automatic stay. Direct post-petition mortgage payments are not being made to the Movant. As such, Movant's interests are not adequately protected.

8. Specialized Loan Servicing LLC services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant or Movant's successor or assignee. Movant, directly or through an agent, has possession of the Note. The Note is either made payable to Movant or has been duly endorsed. Movant is the original mortgagee or beneficiary or the assignee of the Mortgage/Deed of Trust.

WHEREFORE, Movant prays the Court as follows:

1. Modify the Automatic Stay of 11 U.S.C. § 362(a) to permit Movant to enforce its security interest in the Collateral including but not limited to any non-bankruptcy remedies to foreclose and obtain possession;

2. Modify Rule 4001(a)(3) of the Bankruptcy Code so that it is not applicable in this case and so Movant may immediately enforce and implement this order granting relief from the automatic stay;

3. Movant specifically requests permission to communicate with the Debtor(s) and Debtor(s)' counsel to the extent necessary to comply with applicable non-bankruptcy law; and

4. Grant Movant such other and further relief as the Court deems just and proper.

/s/ Chad R. Simon

Chad R. Simon

Georgia Bar No. 646919

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Atlanta, GA 30366

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(770) 856-9046

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was provided via Regular U.S. Mail and/or Electronic Mail to the parties listed on the attached service list, this 21st day of September, 2019.

SERVICE LIST

Joseph Conrad Guillot
1277 Imlac Road
Woodbury, GA 30293-2487

Amber Dove Guillot
1277 Imlac Road
Woodbury, GA 30293-2487

Alex J. Dolhancyk
The Dolhancyk Law Firm, PC
PO Box 2067
Peachtree City, GA 30269-2067

Trustee
Theo Davis Mann
28 Jackson Street
P. O. Box 310
Newnan, GA 30264-0310

U.S. Trustee
Office of the United States Trustee
362 Richard Russell Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

/s/Chad R. Simon
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Georgia Bar No. 646919
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